

## **FULL RELEASE OF CLAIMS AND INDEMNIFICATION AGREEMENT**

This Full Release of Claims and Indemnification Agreement ("Release") is made and executed by JUCILIA CONCEICAO SANTOS, (hereinafter "Plaintiff") in favor of CARLOS SALAZAR, NEW MEXICO DEPARTMENT OF PUBLIC SAFETY and all PRESENT AND FORMER OFFICERS, AGENTS AND EMPLOYEES OF THE STATE OF NEW MEXICO in their Individual and Official Capacities (hereinafter "Defendants"). Collectively, the Plaintiffs and Defendants will be referred to as "the parties".

### **RECITALS**

A. Plaintiff claims that she sustained damages as a result of and arising out of the matters set forth in Plaintiff's Complaint for Violation of Constitutional Rights, Assault, Battery, Negligent Training and Supervision and Punitive Damages, United States District Court for the District of New Mexico, Cause No. 1:12-cv-00946 MV-RHS, entitled *Jucilia Conceicao Santos v. Carlos Salazar, et al.* (hereinafter "Plaintiff's suit"). Defendants have denied and contested Plaintiff's claims. Further, Plaintiff agrees to dismiss her Complaint and all causes of action stated therein or which could have been stated therein against Defendants with prejudice.

B. The parties desire to enter into a settlement agreement as stated in this Release to provide, among other things, for a certain payment in full settlement and discharge of all claims and actions of the Plaintiff against the Defendants for damages arising out of or due to the matters set forth in Plaintiff's Complaint, including any claims for attorney's fees and costs pursuant to federal or state law, on the terms and conditions set forth herein.

### **AGREEMENT**

The parties agree as follows:

1. Recitals Incorporated.

The above recitals are incorporated herein for all purposes.

2. Release and Discharge.

In exchange for the consideration set forth in Section 4, Plaintiffs hereby release and forever discharge the Defendants and their agents, employees, contractors, consultants, heirs, predecessors, successors, assigns, executors, administrators, personal representatives, corporations, affiliated companies, officers, directors and shareholders of any corporations, partners, partnerships, professional associations, employers, attorneys, insurers and all other persons or entities that could be held liable for the alleged acts or omissions of Defendants herein, from any and all past, present or future claims for damages that Plaintiff has, or claims to have, for or in any manner arising out of Plaintiff's suit, including all claims for attorneys' fees and costs under any state or federal law. This release and discharge shall be a full, binding, and complete settlement between Plaintiff and Defendants.

3. Unknown Injuries.

Plaintiff acknowledges that the money and other consideration received under this Release are intended to and do release and discharge Defendants and their agents, employees, contractors, consultants, heirs, predecessors, successors, assigns, executors, administrators, personal representatives, corporations, affiliated companies, officers, directors and shareholders of any corporations, partners, partnerships, professional associations, employers, attorney, insurers and all other persons or entities that could be held liable for the alleged acts or omissions of Defendants herein, from any claims for, or consequences arising from the occurrence; and Plaintiff hereby waives any right to assert in the future any claims not now known or suspected

even though, if such claims were known, such knowledge would materially affect the terms of this Release.

4. Payment to Plaintiff.

After Plaintiff provides to counsel for Defendants this original signed Release, and an original signed Motion to Dismiss and Order of Dismissal with prejudice, which Defendants shall submit to the court for filing and entry, Defendants will pay Plaintiff as full and final settlement the total sum of ONE HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$150,000.00) by check made payable to Plaintiff and her attorneys. Defendants also agree to pay the mediator's fees in their entirety.

5. Adequate Consideration – Denial of Liability.

Plaintiff understands, agrees and acknowledges that she accepts the money set forth in Section 4 as a full, final and binding compromise of all claims and matters, regardless of whether too much or too little may have been paid; that payment of this sum to the Plaintiff shall not be considered an admission by any party hereto of any liability, fault or wrongdoing; and that no past or present liability, fault or wrongdoing on the part of any party shall be implied by any payment.

Plaintiff understands and agrees that Defendants shall not withhold from, or remit payment to the Internal Revenue Service or any other taxing authority on account of the settlement amount. Plaintiff and her counsel shall be responsible for any and all taxes associated with the settlement amount, and shall defend, indemnify and hold harmless Defendants for any related tax assessments (including interest and/or penalties) assessed against any Defendant by the Internal Revenue Service or any other taxing authority.

6. Legal and Tax Advice; Comprehension of Agreement

In entering into this Release, the Plaintiff represents that she has relied solely upon the legal and tax advice of her own attorneys and other advisers, who are the attorneys and advisers of Plaintiff's choice, that the terms of this Release have been completely read and explained to Plaintiff by such attorneys and that such terms are fully understood and voluntarily accepted by Plaintiff.

7. Governing Law

This Release shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

8. Liens, Subrogation Claims and Medical Bills.

The payment to Plaintiffs under the terms of this Release includes all healthcare costs, and no additional sums shall be paid for any medical or other healthcare services provided to the Plaintiff. Plaintiffs hereby acknowledges her responsibility to pay or negotiate the reduction of all bills incurred. The Plaintiff further states that no liens or subrogation claims of any kind or nature have been filed or asserted by any consultant, health care provider, insurer, third-party administrator, or third-party payor. Defendants have not been put on notice of any liens that have been asserted or subrogation claims that have been made as a result the matter asserted in Plaintiff's suit, but if in fact there are any claims, hospital or medical liens or subrogation claims, Plaintiff agrees to defend, indemnify and hold harmless the Defendants against any and all such claims up to the amount of the settlement stated in Paragraph 4 above.

9. No Claims By Family Members or Significant Others.

The Plaintiff acknowledges and agrees that the payment received by Plaintiff is intended to discharge all claims related to or arising out of the matters asserted in Plaintiff's suit, regardless of who may assert those claims. Plaintiff states that she is not aware of any family

member or other person who may assert any claims against the Defendants arising out of or related to the matters asserted in Plaintiff's suit. As such, Plaintiff believes that no family members or relatives of theirs will assert any claims against Defendants arising out of the occurrence. Furthermore, Plaintiff agrees to defend, indemnify and hold harmless Defendants against any and all claims that may be brought against Defendants by any family members or significant others of Jucilia Conceicao Santos as a result of the occurrence.

10. Indemnification

As a further consideration and inducement for this compromise settlement, Plaintiff agrees to indemnify, defend, and hold Defendants harmless from any and all past, present and future claims, demands, causes of action, in law or in equity, whether known or unknown which may hereafter be made or brought by, through or under Plaintiffs in any way arising directly or indirectly from events, incidents, or the matters referenced herein.

11. Confidentiality.

The terms of this Release may be specifically enforced and may be used as evidence in an action relating to the breach of the terms of the settlement and this Release, but otherwise Plaintiff and her counsel shall keep the terms of this settlement strictly confidential and shall not disclose the same to third parties, except as required by NMSA § 15-7-9 or as required by accountants or tax preparers.

If Plaintiff breaks the promises she made in this Release, Plaintiff will pay actual damages incurred by the Defendants, including reasonable attorneys' fees incurred to seek recovery of such damages.

Plaintiff further recognizes that even if she violates the terms of this Release, this Release shall remain in full force and effect, including Plaintiff's release of all claims.

12. Entire Agreement.

This Release contains the entire agreement between the Plaintiff and the Defendants with regard to the matters set forth herein. There are no other understandings or agreements, oral or otherwise, between the parties except as herein expressly set forth.

13. Severability.

The provisions of this Release shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of any of the other provisions.

14. Reading of Agreement.

In executing this Release, the Plaintiff represents that she has completely read all the terms in this Release and that such terms are fully understood and voluntarily accepted by her, and that she has been adequately represented by counsel of their choice.

15. Competence to Settle; No Representation of Fact or Opinion.

By signing this Release, Jucilia Conceicao Santos represents, warrants and agrees that she is authorized to and executes this Release on behalf of herself. In addition, the Plaintiff certifies that she is relying upon her own judgment and the advice of her attorneys. Plaintiff understands and agrees that no representation of fact or opinion has been made or given by Defendants or anyone acting on their behalf to induce this settlement, and that Defendants have made no agreement of any kind or promised to do or refrain from doing any act or thing not herein set forth.

16. Future Cooperation.

All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Release, which are not inconsistent with its terms.

I further state that I am over the age of 18 years, that I have carefully read the foregoing Release, and know the contents thereof, and sign it as my own free act and deed after conferring with my attorneys.

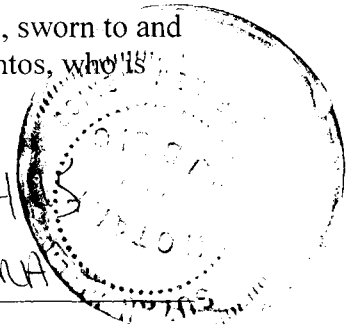
STATE OF NEW MEXICO       )  
  )  
COUNTY OF BERNALILLO    )

Jucilia Santos da Conceicao  
JUCILIA CONCEICAO SANTOS  
Jucilia Santos da Conceicao

The foregoing Release and Indemnification Agreement was subscribed, sworn to and acknowledged before me this 13<sup>th</sup> day March 2013, by Jucilia Conceicao Santos, who is personally known to me.

My Commission Expires:

3.4.13  
Dezan R. WENH



APPROVED AND AGREED TO BY:

Richard A. Sandoval  
Richard A. Sandoval  
Attorneys for Plaintiff Jucilia Conceicao Santos